

Exhibit A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1	N/A	Administration
1.1		Kick-off Meeting
1.2	X	CPR Meetings
1.3		Final Meeting
1.4		Monthly Progress Reports
1.5		Test Plans, Technical Reports and Interim Deliverables
1.6		Final Report
1.7		Leverage Funds
1.8		Required Permits
1.9		Electronic File Format
1.10		Prevailing Wage Determinations and Weekly Certified Payrolls
1.11		Historic Preservation Consultation
1.12		Waste Management Plan
2		Program Delivery
<u>2.1</u>		Implementation Plan
<u>2.2</u>	X	Pooled Bonding: EUC 1
<u>2.3</u>		Hub Tool: EUC 2 – Customization of statewide web portal
<u>2.4</u>		PACE Replication Model Start-up Kit: EUC 3 – Regional Coordination and Development
<u>2.5</u>		Marketing, Education and Outreach: EUC 4 - Contractor Credentials; EUC 6 - Participant Recruitment and Outreach; and EUC 8 - Loading Order
<u>2.6</u>		Energy Rating and Audits Program: EUC 5 - Quality Assurance

Table 1

KEY NAME LIST

County of Sonoma:

RD Rod Dole – Auditor-Controller-Treasurer-Tax Collector and Administrator
 JO Jose Obregon – Director of General Services
 JH John Haig – Energy and Sustainability Manager
 KL Kathy Larocque – Deputy County Counsel
 CO Cory O'Donnell – Deputy County Counsel
 JK Jonathan Kadlec – Sonoma County Debt Manager
 PJ Pam Johnston – Deputy Tax Collector
 LY Liz Yager – Administrative Services Officer I
 DL Diane Lesko – Department Analyst
 GL Gina Lehl – Department Analyst
 SR Sam Ruark - Administrative Services Officer I

Local Government Commission

KM Kate Meis, Program Director
 LC Linda Cloud, Managing Director
 PM To Be Determined, Project Manager

Renewable Funding (RF)

AH Annie Henderson, Program Director
 MM Mike Marcus, Program Manager
 AB Adam Byrnes, Program Manager
 SS Scott Strait, Chief Information Officer
 CS Cliff Staton, Vice President of Marketing

Ecology Action (EA)

GJ Gine Johnson, Executive Director
 JM Jim Murphy, Vice President
 CT Chuck Tremper, Vice President
 BJ Brennen Jensen, Regional Coordinator
 CC Colin Clark, Regional Coordinator

Miller Maxfield, Inc.

BM Bill Maxfield, Communications Consultant

MIG

MC Mindy Craig, Principle

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1.1	Rod Dole Jose Obregon		Ecology Action Sonoma County Water

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
	Liz Yager		Agency(SCWA)
1.2	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.3	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.4	Rod Dole Jose Obregon Liz Yager Gina Lehl		Ecology Action SCWA
1.5	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.6	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.7	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.8	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.9	Rod Dole Jose Obregon Liz Yager		Ecology Action SCWA
1.10	Rod Dole Jose Obregon Liz Yager		Ecology Action
1.11	Rod Dole Jose Obregon Liz Yager		Ecology Action
1.12	Rod Dole Jose Obregon Liz Yager		Ecology Action
2.1	Liz Yager Diane Lesko Gina Lehl		Ecology Action Renewable Funding MIG
2.2	Rod Dole Jonathan Kadlec	KNN Public Finance, Inc.; Orrick, Herrington & Sutcliffe LLP	Renewable Funding (RF)
2.3	Liz Yager Gina Lehl		RF MIG

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
2.4	Rod Dole Jose Obregon Liz Yager Kathy Larocque Cory O'Donnell Jonathan Kadlec Pam Johnston Erick Roeser Gina Lehl Diane Lesko Jenine Windeshausen Jennifer Jenkins Kirk Girard John Miller		RF MIG Ecology Action County of Placer County of Humboldt County of Sonoma County of Lake County of Mendocino County of Del Norte County of Siskiyou County of Trinity
2.5	Liz Yager Diane Lesko		MIG Renewable Funding Sonoma County Water Agency Regional Climate Protection Authority
2.6	Liz Yager Diane Lesko Sam Ruark		Ecology Action SCWA SCEW

Table 2

DEFINITIONS

The following definitions apply throughout this Agreement:

1. **“Contractor”** means the entity that receives funding directly from the Local Government Commission (LGC) under this Agreement. The Contractor is defined as a “subrecipient” under Federal law (see Office of Management and Budget (OMB) Circular A-133, Subpart A, Section .105 and Subpart B, Section .210).
2. **“Subaward”** means an award made by the Contractor to a subawardee or a vendor.
3. **“Subawardee”** means any entity other than a vendor that receives funding from the Contractor to carry out or support any portion of this Agreement.

4. **“Subcontractor”** means a subawardee or vendor.
5. **“Vendor”** means any entity defined as such by OMB Circular A-133 (see Subpart A, Section .105 and Subpart B, Section .210).

ACRONYMS

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym	Definition
ABAG	Association of Bay Area Governments
ARRA	American Recovery and Reinvestment Act
BPI	Building Performance Institute
BOS	Board of Supervisors
CBPCA	California Building Performance Contractors' Association
CCA	Community Choice Aggregation
PMPM	LGC Program Manager
CEC	California Energy Commission
CPR	Critical Project Review
LGC	Local Government Commission
DOE	U.S. Department of Energy
EECBG	Energy Efficiency and Conservation Block Grant
EUC	Energy Upgrade California
GHG	Greenhouse Gas Emissions
HERS II	Phase II of Home Energy Rating System
HSD	Human Services Department
JPA	Joint Power Agreement
MEO	Marketing, Education and Outreach
NCEIP	North Coast Energy Independence Program
PACE	Property Assessed Clean Energy
RCPA	Regional Climate Protection Authority
RFP	Request for Proposal
RRP	Residential Retrofit Program – Sonoma County
SCEIP	Sonoma County Energy Independence Program
SCEW	Sonoma County Energy Watch (PG&E Local Government Partnership)
SCWA	Sonoma County Water Agency
SEP	State Energy Program
SOP	Standard Operating Procedure
UCC.1	Uniform Commercial Code (Financing Statement)
USDA	U.S. Department of Agriculture
WIB	Workforce Investment Board

Table 3

ENERGY UPGRADE CALIFORNIA PROGRAM ELEMENTS

#	EUC Element	Sonoma County Effort	Subtask
1	Alternative Financing Clearinghouse Including PACE	Regional bonding financing alternative pilot	Yes, 2.2
2	Statewide web portal	SCEIP Hub Tool adaptation for an interim/alternate solution to existing tools, assisting in the design of the Statewide web portal	Yes, 2.3
3	Regional Coordination and Development	<ul style="list-style-type: none"> - Establish the model and mechanism to replicate the SCEIP / PACE model in California (NCEIP) - Coordinated workforce effort in Element 7 - Existing coordination with Sonoma Counties Regional Retrofit Program 	Yes, 2.4
4	Contractor Credentials	Add contractor requirements as required by incentive programs to existing permit requirements (Marketing, Education and Outreach (MEO) implementation)	Yes, MEO, 2.5
5	Quality Assurance	Building performance testing (Audit) discount program	Yes, 2.6
6	Participant Recruitment and Outreach	Marketing, Education and Outreach Implementation (leverage Element 2)	Yes, MEO, 2.5
7	Workforce Development	Energy Ratings and Energy Audits Program	Yes, 2.6
8	Loading Order	Add requirement before PV (MEO)	Yes, MEO, 2.5
9	Multi-family	Currently part of SCEIP	No, already part of SCEIP
10	Commercial	Currently part of SCEIP	No, already part of SCEIP
11	Leverage: audits, incentives, programs	Adding audit rebates through this contract, Already leverage rebates and incentives	Yes, 2.3
12	Sustainability	SCEIP is currently self-sustaining. Achieving the scale needed to reach Statewide goals is pending resolution of PACE financing barriers and FHFA determination	Yes, 2.2
13	Energy Savings verification, tracking and reporting	Current data collection and tracking will be enhanced by the Statewide web portal effort	Yes, 2.3

I. Problem Statement

In a property-assessed clean energy (PACE)¹ municipal financing program, financing is provided to private property owners for permanent improvements attached to their real property that accomplish energy conservation, water conservation, and/or clean on-site electricity generation. Funding is secured by a lien recorded on the property, and is repaid through the property tax system as a voluntary contractual assessment. The lien associated with PACE financing has a priority position to previously-existing private liens, such as a mortgage.

PACE financing overcomes several barriers that block home and building owners from making investments in energy efficiency and onsite solar electric improvements. Firstly, PACE financing enables the amortized repayment of the cost of the improvements over time in parallel with the accomplishments of energy bill reductions resulting from the improvements. This allows the home/building owner to experience an immediate and ongoing positive cash flow.

In addition, repayment of the financing is an assessment on the property rather than a personal obligation of the property owner, and the assessment remains with the property if it is sold. This dramatically reduces the uncertainty and risk normally associated with the financing of energy efficiency and onsite solar projects. With other types of financing, repayment of the outstanding principle comes due at the time that the property is sold. Given that property owners are uncertain about how long they will own their buildings, and buildings are on average owned for as little as five to seven years, under other types of financing owners cannot be assured that they will receive enough energy bill savings to cover the costs of substantial energy improvements prior to their need to sell the property.

Also, most other types of financing readily available to property owners have shorter terms compared to the useful life of the improvements, so even if the buildings remain with the same owner for the entire term of the financing, the owner will likely not be reimbursed through energy savings by the time the principle must be fully repaid. PACE financing has the added advantage of providing funding for improvements without a down payment and enabling property owners to qualify more easily than with other financing.

¹ PACE financing in California was established by AB 811 (Chapter 159, Statutes of 2008). AB 811 authorized the legislative body of any public agency to designate an area within which authorized city officials and property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements permanently fixed to real property. AB 474 (Chapter 444, Statutes of 2009) expanded AB 811 to include water efficiency improvements to the list of eligible measures.

While PACE has the support of the United States Department of Energy (DOE), the Office of the Vice President, over twenty states that have enacted PACE-enabling legislation, and local communities across the nation, recent statements² by the Federal Housing Finance Agency (FHFA)³ and the Office of the Controller of the Currency (OCC)⁴ questioning the security of PACE financing have created a climate of uncertainty that threatens to derail the success of existing PACE programs and prevents further uptake of PACE financing to support energy efficiency retrofits and renewable energy generation.

The Sonoma County Energy Independence Program (SCEIP) is a PACE municipal financing program currently capitalized through a combination of funding from the County Treasury Pool and funding from investment vehicles available through the Sonoma County Water Agency. Due to the actions of the FHFA and OCC, SCEIP (Program), with a successful 17 month track record, is the sole operating PACE program in the State as of August 2010. Other local jurisdictions in California need the leadership and guidance of a strategically designed and replicable residential PACE program to sustain operation and provide a replicable model pending resolution of the federal determinations, if this financing mechanism is to continue providing Californians with a secure, low-cost option for increasing the energy efficiency and livability of their homes.

In addition, in order to align SCEIP with key elements of Energy Upgrade California, additional measures are needed: integrating HERS II ratings, energy audits, new technology, refinancing mechanisms, a more robust water element, and a co-branded program reflecting this growth. Funding under this Agreement will support these additional measures.

II. Goals and Objectives of the Agreement

This Agreement between Local Government Commission (LGC) and the County of Sonoma (Contractor) is a subcontract to a separate agreement between LGC and the California Energy Commission (Energy Commission) for the **Energy Upgrade California Program**, which identifies the development and implementation of a Residential PACE Pilot Program. In that separate agreement, the Contractor is identified as the lead of that pilot program. This Agreement will finance specific activities to enable the Contractor to expand SCEIP beyond its initial successes with its residential municipal financing program⁵ into a replicable program that leverages the

² <http://www.fhfa.gov/webfiles/15884/PACESTMT7610.pdf> and <http://www.occ.treas.gov/ftp/bulletin/2010-25.html>

³ The Federal Housing Finance Agency is the regulator and conservator of Fannie Mae and Freddie Mac, and the regulator of the twelve Federal Home Loan Banks

⁴ The Office of the Controller charters, regulates, and supervises all national banks, including those that make commercial mortgage loans

⁵ Municipal financing programs (also referred to as Property Assessed Clean Energy (PACE) or AB 811 programs) allow property owners to finance the installation of energy improvements to their property through voluntary assessments on their property tax bills. Local governments provide funding to property owners for eligible improvements by issuing bonds or other debt, which property owners repay through the assessments.

Energy Upgrade California initiative sponsored by the Energy Commission, and that develops and implements specific financial and technical strategies that enable the continued utilization of PACE as a first-priority financing mechanism assuming resolution of the federal FHFA concerns.

The Program will enhance SCEIP using the Elements of Energy Upgrade California (EUC)⁶ and prove the PACE model for expansion throughout the State of California. The EUC elements and strategies incorporated by SCEIP to attempt to address the federal FHFA concerns will serve as a template that can be adopted successfully by other jurisdictions across California. Additionally, Contractor will provide supporting documents, advice and assistance to other jurisdictions in California wishing to implement this version of municipal financing.

The Program will be enhanced to align with the State's *SEP Guidelines*⁷, as well as DOE's *Guidelines for Pilot PACE Financing Programs*⁸. All tasks in this Agreement will be undertaken with the goal of creating the most reliable program possible to address the concerns raised by the FHFA and OCC. The Program will demonstrate the viability and replicability of the PACE model for residential retrofits throughout the State, providing a reliable source of data on PACE-assessed properties.

Contractor estimates a minimum of \$1,000,000 in savings to Program customers over the life of the Agreement, as well as hundreds of kW of clean generation production from projects funded by the Program. With ARRA SEP funding augmenting the Program, property owners are expected to save 4,530,000 kWh and 358,750 therms.

The goals of this Agreement are to use the funding to 1) design and implement strategies and EUC elements to attempt to address the FHFA concerns over PACE financing, and 2) achieve specific objectives of the **Energy Upgrade California Program** and to augment and improve Contractor's existing program by incorporating specific elements of the Energy Upgrade California Program (see Table 4 above) into the SCEIP Program design and administration, which cannot be funded in the absence of the Agreement. Specific goals of the Agreement include:

- Pooled Bonding/Financing - Implementation of EUC Element 1 through a funding and investigation of various potential bonding and other financing strategies, including a pooled bonding strategy, and potentially implementing one of these strategies as appropriate, leveraging SCEIP's existing \$32 million assessment contract portfolio. Research all relevant bonding and financing strategies

AB 811 (Chapter 159, Statutes of 2008) authorizes the legislative body of any public agency to designate an area within which authorized city officials and property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements permanently fixed to real property. AB 474 (Chapter 444, Statutes of 2009) expands AB 811 to include water efficiency improvements to the list of eligible measures.

⁶ Attachment 1 to the LGC/Energy Commission Agreement

⁷ <http://www.energy.ca.gov/2009publications/CEC-150-2009-004/CEC-150-2009-004-CMF-REV2.PDF>

⁸ http://www1.eere.energy.gov/wip/pdfs/arra_guidelines_for_pilot_pace_programs.pdf

appropriate to the current situation, and implement one or more strategies as appropriate and possible. The goal of this activity is to enable programs using the SCEIP PACE model to bring their program assessments to market in a bond or other financing method more quickly when program need requires, ensuring the continued viability of the programs by replenishing their available funding pool. The benefit of developing a pooled bonding model will be to help create a viable source of liquidity in the secondary financial markets. Once established, it is anticipated that a secondary market for energy assessment financing will help to drive down overall costs for energy assessment financing, and will provide an easily accessible ongoing source of funding for PACE type programs. And, perhaps most importantly, as the cost of financing for property owners is decreased, so is the perceived risk of default to FHFA (Fannie Mae/Freddie Mac) decreased. In turn, as time progresses and there is a continued growth of actual data demonstrating the success of energy financing as a means of decreasing first mortgage default rates, then the perceived risk of default by properties with energy assessment financing should be alleviated. Additionally, a pooled bonding approach will allow the FHFA to see a diverse sample of participants and monitor the levels of defaults from a large group of program participants. Over time, as the FHFA discovers that there may not be an increase in tax sales or mortgage defaults associated with properties in the program as compared to properties not participating in the program, the FHFA may become more comfortable with the creditworthiness of homeowners involved in PACE programs. Pooled Bonding may achieve this by pooling contracts rather than trying to drive an individual and potentially smaller program to a marketable scale before bonding. The Contractor estimates that a \$20,000,000 bond issuance may be the appropriate size for the bond market, and this is a large amount of financing to carry before replenishing program funds through refinancing/issuance. Other financing and bonding strategies may provide acceptable interest rates in smaller dollar amounts, and these will be investigated as well.

A key element of a pooled bonding approach will be strategic considerations of new and as yet, untested financing structures. For that reason, outside financing and bond experts will need to be engaged to examine the issues and arguments related to this new financial instrument. The specialized areas of focus that require specialized expertise include; structuring senior/subordinate series of bonds, contractual assessment revenues bonds and securitizations, ability to develop bond and disclosure documents for private placements and public offerings, and the ability to provide bond and tax opinions and other areas of expertise. All of these services are specific to municipal finance and will greatly impact the salability of any proposed future financing and help to determine how to best achieve liquidity in the secondary markets while assuring investors of a relatively low risk investment. Because this is an untested market, experienced consultants are best suited to assisting with this unique approach to acquiring secondary liquidity in a regional type bond structure.

Lastly, it will be key for a successful secondary market transaction to develop a strong credit rating to help obtain the lowest possible interest rates. Because the credit for AB 811 financing will be a new and untested credit that market participants are unfamiliar with and will likely include both traditional municipal elements in addition to structured finance, it will be important to introduce the credit to rating agencies in an effective way. Many rating analysts determining creditworthiness of AB 811 types of financing are not familiar with both municipal finance and structured finance and will need additional education to become comfortable with the credit. Even rating analysts that specialize in municipal finance may not be familiar with the intricacies of the credit such as the Teeter Plan, which is a key credit strength, because it is so specific to California counties. High credit ratings will result in increased interest by investors for the transactions and will result in a more competitive environment resulting in the lowest cost of financing possible. Rating analyst's initial positive introduction and response to the credit is essential to the viability of PACE programs for both the short and long term.

- Hub Tool - Implementation of EUC Element 2 by working with the statewide web portal developer to deliver the PACE finance processing and work flow tools required for PACE program delivery, as well customization of the statewide web portal to provide a local HUB of all relevant environmental, efficiency, and clean generation programs and resources. The design, testing, implementation and maintenance of the customized web portal will be included as part of the Energy Upgrade California contract. SCEIP will have a consultant role. Being in the unique position of an up-and-running PACE program, with a warehouse of actual program data, Sonoma County has specific needs to enhance operations and replicate the PACE model. Funding of this subtask will enable consultation with the EUC web developer in the delivery of a priority set of solutions: the integration of the SCEIP outward-facing website and resources with EUC and emerging programs, creating the local HUB resource; application tracking and data collection services; a processing tool for applications in back of house operations; the final steps of tracking and reporting on data associated to project and program costs such as payback, GHG emissions reductions, energy and water savings; and the calculation and reporting of job-years created through projects funded by the program. This deliverable will be the foundation of the back-of-house program management needs for replicating the PACE Model. This set of solutions may require, if approved by the Energy Commission, priority action by the statewide web developer for development or purchase of a third party plug-in solution as part of this subtask.
- PACE Replication -. Sonoma County will provide technical support and sample documents, such as application forms and materials, RFQ/Ps, contracts, resolution language, case studies, best practices, and lessons learned, for the development of the PACE Replication Model Startup Kit for other jurisdictions interested in implementing residential PACE. Sonoma County will also engage in outreach activities specifically targeted to other local governments that will provide them with information on PACE program replication. All members of the

SCEIP Program Management Team and Steering Committee with the support of the program vendor Advisory Councils and local partners will be engaged in the enhancement of the PACE program to enhance SCEIP with the strategies and Elements of Energy Upgrade California to sustain and develop operation and provide a replicable model for PACE pending resolution of the federal determinations. These enhancements are designed to provide a replicable model for expansion to other regions in California.

- Marketing, Education and Outreach (MEO) - To enhance SCEIP with key Energy Upgrade California elements listed in Attachment 1 to the LGC/Energy Commission Scope of Work, a number of the EUC Elements will require adjustments to the Program's current workflow and marketing. The Marketing, Education and Outreach (MEO) task will deliver the implementation of EUC Elements 4, 6 and 8. Through MEO of new program elements and loading order requirements, and an emphasis on the benefits of audits to create energy plans for residents, funding will help educate consumers, contractors, and local businesses about program changes and improvements, ensuring the continued performance and success of the SCEIP program while smoothly integrating enhancements and changes. Execution of this subtask will further support the current messaging SCEIP provides to stakeholders and participants concerning the recent statements by the FHFA and potential impacts to the lien holder(s). MEO guidance will also be provided to local jurisdictions that may have an interest in replicating the PACE model in their regions.
- Energy Ratings and Audits Program - Implementation of EUC Element 5 with the addition of a home energy rating and energy auditing program phased in over a short and reasonable timeframe and in conjunction with the MEO strategy explaining the benefits of ratings/audits and their uses, bringing existing program participants into the new model without damaging or slowing the SCEIP program. SCEIP will provide rebates for HERS II rating and verification and include net cost of verification/rating beyond the amount rebated in financing and will work with local real estate industry and multiple listing services to make rating and retrofit information available to the market. Rating and audit costs will be partially underwritten for SCEIP and RCPA Regional Retrofit customers, and the subsidy will decline over time as early adopters prove the concept and the education of the public on the concept takes hold.

All of the goals of this Agreement will combine to create a more complete and replicable program model, designed to withstand external challenges to PACE mechanisms in the residential retrofit market that can be adopted successfully by other jurisdictions across California and the nation. Specific EUC elements not listed here are already viable components of SCEIP, are outside the scope of this Agreement (such as elements related to multi-family and commercial properties), and/or incorporated in the web portal

implementation. The subtasks of this contract directly address the Energy Upgrade California Program Elements as outlined in Table 4.]

IV. Funding

This Agreement is funded by the American Recovery and Reinvestment Act of 2009 (ARRA). The U.S. Department of Energy (DOE) has allocated the California Energy Commission (Energy Commission) \$226 million in ARRA funding for the State Energy Program (SEP). The LGC was allocated \$33 million of Energy Commission SEP funds to establish the Statewide program and its regional pilots. This Agreement will combine \$3 million of LGC SEP funds with leveraged funds that participating entities will use to secure SCEIP financing.

TASK 1.0 ADMINISTRATION

MEETINGS

Subtask 1.1 Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a “kick-off” meeting with the LGC Program Manager (PM) and Commission Contract Manager, and other key personnel from the Project Team. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the PM will provide an agenda to all potential meeting participants. PMPMPM

The administrative portion of the meeting shall include, but not be limited to, the following:

- Terms and conditions of the Agreement, including use of the “Energy Upgrade California” Identity Mark and Logo and prohibition of KEMA Inc. or its subsidiary known as KEMA Services Inc. from performing services as a subawardee under this Agreement
- Critical Project Reviews (CPRs)
- Leverage fund documentation
- Permit documentation and restriction on activities requiring CEQA review
- Training on ARRA SEP reporting requirements
- Compliance with the Davis-Bacon Act
- Compliance with the National Historic Preservation Act requirements
- Waste Management Plan requirements
- Reporting requirements
- Coordination with the Energy Commission’s Statewide ARRA branding effort – Energy Upgrade California

The technical portion of the meeting shall include, but not be limited to, the following:

- The PM's expectations for accomplishing tasks described in the Scope of Work;
- Updated Schedule of Deliverables
- Updated Gantt Chart
- Progress Reports
- Technical Deliverables
- Final Report

Contractor Deliverables:

- Updated Schedule of Deliverables
- Updated Gantt Chart
- Updated List of Leverage Funds
- Updated List of Permits

The Program Manager shall:

- Provide an agenda and list of expected participants to all potential meeting participants prior to the meeting.
- Designate the date and location of the meeting.
- Discuss the administrative and technical aspects of the Agreement with the Contractor and additional participants.

Program Manager Deliverables:

- Meeting agenda
- List of expected participants

Subtask 1.2 CPR Meetings

The goal of this task is to determine if the project should continue to receive LGC funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, deliverables, schedule or budget.

CPRs provide the opportunity for frank discussions between the LGC, the Energy Commission and the Contractor. CPRs generally take place at key, predetermined points in the Agreement, as determined by the PM and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the PM may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

CPR participants should include the PM and the Contractor, and may include the Commission staff and management, one or more members of the Energy Commission staff and management as well as other individuals selected by the PM.

The PM shall:

- Determine the location, date and time of each CPR meeting with the Contractor. These meetings generally take place at the Energy Commission, but they may take place at another location.

- Send the Contractor the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both leverage funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not to modify the tasks, schedule, deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the PM concludes that satisfactory progress is not being made, this conclusion will be referred to the Energy Commission for its concurrence.
- Provide the Contractor with a written determination in accordance with the schedule. The written response may include a requirement for the Contractor to revise one or more deliverable(s) that were included in the CPR. The written determination may also include the Energy Commission decision on the amount of ARRA SEP funds to encumber into the Agreement.

The Contractor shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other deliverables identified in this Scope of Work. Submit these documents to the PM and any other designated reviewers at least five (5) working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Contractor Deliverables:

- CPR Report(s)
- CPR deliverables identified in the Scope of Work

PM Deliverables:

- Agenda and a List of Expected Participants
- Schedule for Written Determination
- Written Determination

Subtask 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Contractor shall:

- Meet with the PM and Energy Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Contractor, the PM, and Energy Commission staff and management. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the PM.

The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The PM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the PM and the Energy Commission about the following Agreement closeout items:

- What to do with any state-owned equipment (Options)
 - Need to file UCC.1 form re: Energy Commission's interest in patented technology
 - Energy Commission's request for specific "generated" data (not already provided in Agreement deliverables)
 - Need to document Contractor's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions, such as repayment provisions and confidential deliverables
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Deliverables:

- Written documentation of meeting agreements and all pertinent information
- Schedule for completing closeout activities

REPORTING

See Exhibit D, Reports/Deliverables/Records and Exhibit E, Reporting and Registration Requirements Under Section 1512 of ARRA.

Subtask 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement and expending the funding on

an expedited basis so that all funding has been spent by March 2012. The contractor also shall comply with Reporting and Registration Requirements under Section 1512 of ARRA.

The Contractor shall:

- Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including but not limited to an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the PM within ten (10) working days after the end of the reporting period. Attachment A-2, Progress Report Format, provides the recommended specifications.

Deliverables:

- Monthly Progress Reports

Subtask 1.3 Subcontractor Management

The goal of this subtask is to manage and coordinate the activities of all project subcontractors, including quality assurance and coordination with the PM for any new subcontractors added during the term.

The Contractor shall:

- Manage and coordinate subcontractor activities.
- Execute agreements with subcontractors named in the proposal.
- Notify subcontractors of all applicable terms and conditions, and obtain their agreement to comply.
- Monitor subcontractor performance and compliance.
- Inform the PM in writing of any new proposed subcontractors.

Deliverables:

- Notices of new proposed subcontractors

Subtask 1.5 Test Plans, Technical Reports and Interim Deliverables

The goal of this task is to set forth the general requirements for submitting test plans, technical reports and other interim deliverables, unless described differently in the Technical Tasks.

The Contractor shall:

- Submit a draft of each deliverable listed in the Technical Tasks to the PM for review and comment in accordance with the approved Schedule of Deliverables. The LGC Contract Manager will provide written comments back to the Contractor on the draft deliverable within ten (10) working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the PM. The PM shall provide written approval of the final deliverable within five (5) working days

of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

Subtask 1.6 Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The PM will review and approve the Final Report. The Final Report must be completed on or before the termination date of the Agreement.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Subtask 1.6.1 Final Report Outline

The Contractor shall:

- Prepare a draft outline of the Final Report.
- Submit the draft outline of Final Report to the PM for review and approval. The PM will provide written comments back to the Contractor on the draft outline within ten (10) working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the PM. The PM shall provide written approval of the final outline within five (5) working days of receipt.

Deliverables:

- Draft Outline of the Final Report
- Final Outline of the Final Report

Subtask 1.6.2 Final Report

The Contractor shall:

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report to the PM for review and comment. The PM will provide written comments within ten (10) working days of receipt.
- Submit one bound copy of the Final Report with the final invoice.

Deliverables:

- Draft Final Report
- Final Report

LEVERAGE FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT

Subtask 1.7 Leverage Funds

The goal of this task is to ensure that the leverage funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document leverage fund commitments are not reimbursable through this Agreement. While the budget for this task will be zero dollars, the Contractor may utilize leverage funds for this task. Leverage funds shall be spent concurrently or in advance of ARRA SEP funds during the term of this Agreement. Leverage funds must be identified in writing, and the associated commitments obtained before the Contractor can incur any costs for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the leverage funding committed to this Agreement and submit it to the PM at least two (2) working days prior to the kick-off meeting:
 1. If no leverage funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, and then state such in the letter.
 2. If leverage funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:
 - A list of the leverage funds that identifies the amount of each cash leverage fund, its source, including a contact name, address and telephone number and the task(s) to which the leverage funds will be applied.
 - A list of the amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the leverage funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
 - A copy of the letter of commitment from an authorized representative of each source of cash leverage funding or in-kind contributions that these funds or contributions have been secured.
- Discuss leverage funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If

applicable, leverage funds will be included as a line item in the progress reports and will be a topic at CPR meetings.

- Provide the appropriate information to the PM if during the course of the Agreement additional leverage funds are received.
- Notify the PM within ten (10) working days if during the course of the Agreement existing leverage funds are reduced. Reduction in leverage funds may trigger an additional CPR.

Deliverables:

- Letter regarding Leverage Funds or stating that no Leverage Funds are provided
- Letter(s) for New Leverage Funds
- Copy of each Leverage Fund commitment letter
- Letter that Leverage Funds were Reduced (if applicable)

Subtask 1.8 Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the budget for this task will be zero dollars, the Contractor shall show any leverage funds used for this task. Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.

The Contractor shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the PM at least two (2) working days prior to the kick-off meeting:
 1. If there are no permits required at the start of this Agreement, then state such in the letter.
 2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:

- Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
- Schedule the Contractor will follow in applying for and obtaining these permits.
- If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the PM.
- As permits are obtained (including air quality), send a copy of each approved permit to the PM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the PM within five (5) working days. Either of these events may trigger an additional CPR.

Deliverables:

- Letter documenting the Permits or stating that no Permits are required
- Updated list of Permits as they change during the Term of the Agreement
- Updated schedule for acquiring Permits as it changes during the Term of the Agreement
- Copy of each approved Permit (including air quality)

Subtask 1.9 Electronic File Format

The goal of this task is to unify the formats of electronic data and documents provided to the Energy Commission as contract deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software deliverables.

The Contractor shall:

- Deliver documents to the PM in the following formats:
 - Data sets shall be in Microsoft (MS) Access or MS Excel file format.
 - PC-based text documents shall be in MS Word file format.
 - Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
 - Project management documents shall be in MS Project file format.
- Request exemptions to the electronic file format in writing at least 90 days before the deliverable is submitted.

Deliverables:

- A letter requesting exemption from the Electronic File Format (if applicable)

Subtask 1.10 Prevailing Wage Determinations and Weekly Certified Payrolls
(Applicable only if the Contractor or subcontractors will perform installation work)

The goal of this subtask is to ensure that the Contractor and subcontractors pay prevailing wage rates and submit weekly certified payrolls for all workers that perform labor and mechanic work to achieve the goals and objectives of this Agreement. This requirement applies to subcontracts paid for entirely with Leverage Fund under this Agreement

The Contractor shall:

- Submit to the PM a copy of applicable wage determinations for any and all labor and mechanic work that will be performed to achieve the goals and objectives of this Agreement (including any subcontract) within thirty (30) days of execution of this Agreement. If subcontractors will perform labor and mechanic work, the Contractor must submit a copy of applicable wage determinations to the PM within thirty (30) days of execution of the subcontracts. [See comment.]
- Submit to the Energy Commission on a weekly basis a copy of all certified payrolls by the Contractor and subcontractors of any tier performing labor and mechanic work to achieve the objectives of this Agreement. Exhibit E Section.2.M of this Agreement (Davis-Bacon Act and Contract Work Hours and Safety Standards Act) provides the required specifications for certified payrolls.

Deliverables:

- Copies of Applicable Wage Determinations
- Weekly Certified Payrolls

Subtask 1.11 Historic Preservation Consultation

The goal of this subtask is to ensure that the Contractor complies with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to expenditure of SEP funds under this Agreement to alter any structure or site. The Energy Commission has executed a Programmatic Agreement with the California State Historic Preservation Officer (SHPO) to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate Projects to determine whether they are categorically excluded from the SHPO's direct review and consultation.

The Contractor shall:

- Consult with the Energy Commission (and with the SHPO and the Tribal Historic Preservation Officer, if applicable) to ensure that the proposed Project(s) will have no adverse effects on historic resources.
- Prepare a Consultation Package as specified by the Energy Commission and set forth in the Implementation Plan no later than thirty (30) days after the execution of this Agreement or the identification of the Project structure(s) or site(s) to be retrofitted under the Agreement, whichever is later. The Energy Commission may specify an earlier time for submittal of the Consultation Package if Retrofit work is expected to begin within less than thirty (30) days of Project identification.

Deliverables:

- Consultation Package

Subtask 1.12 Waste Management Plan

The goal of this subtask is to ensure that the Contractor submits a Waste Management Plan to the PM prior to expenditure of SEP funds under this Agreement on proposed project activities that may generate any sanitary or hazardous waste. The Waste Management Plan must describe the Contractor's plan to dispose of any sanitary or hazardous waste generated by any proposed project activities. Sanitary and hazardous waste includes, but is not limited to: construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Waste Management Plan must also describe the categories and estimated volumes of waste that the Contractor anticipates will be generated by any proposed project activities, and the disposal path for each category of waste.

The plan must comply with all federal, state, and local laws and regulations governing waste disposal.

The Contractor shall:

- Submit to the PM a Waste Management Plan for each project no later than thirty (30) days after the execution of the Agreement or the identification of any Projects that may generate waste, whichever is later. The Energy Commission may specify an earlier time for submittal of the Waste Management Plan if Retrofit work is expected to begin within less than thirty (30) days of Project identification.

Deliverables:

Waste Management Plan

TECHNICAL TASKS

Unless otherwise provided in the individual Task or Subtask, the Contractor shall prepare all deliverables in accordance with the requirements in Subtask 1.5. Unless otherwise specified in the individual task, the Contractor shall submit a draft of each deliverable listed in the technical tasks to the PM for review and comment in accordance with the approved Schedule of Deliverables in Exhibit A, Attachment A-1. The words “no draft” will appear in parentheses next to deliverables that do not require a draft.

The PM will provide written comments back to the Contractor on the draft deliverable within ten (10) working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the PM. The PM shall provide written approval of the final deliverable within five (5) working days of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

TASK 2.0 PROGRAM DELIVERY

SUBTASK 2.1 IMPLEMENTATION PLAN

The goal of this task is to develop a detailed plan to complete the proposed program.

The Contractor shall:

Complete an Implementation Plan that details all of the processes required to achieve the following;

- Integrate the Energy Upgrade California Elements in the existing Sonoma County Energy Independence Program,
- Enhance SCEIP residential PACE program in the wake of the FHFA July 6 statement
- Continue to finance residential energy and water retrofits utilizing the PACE mechanism while attempting to resolve those recent federal determinations calling those mechanism into question
- Identify best practices and lessons learned for implementing residential PACE program , and
- Support other jurisdictions seeking to implement residential PACE.

The Implementation Plan will include but not be limited to the following sections:

1. A list of the specific activities that will be conducted to deliver the program as described in Subtasks 1.2 through 2.6.
2. Plan to leverage and partner with the RCPA/RRP.
 - a. The Residential Retrofit Program (RRP) is a joint effort of County municipalities under the direction of the Regional Climate Protection Authority (RCPA), which is developing a program designed to address the issues of retrofitting homes on a neighborhood basis. This program has American Recovery and Reinvestment Act (ARRA)/Energy Efficiency Conservation Block Grant (EECBG) funding, and has funding under a SEP

Comprehensive Residential Building Retrofit Program award to the Association of Bay Area Governments (ABAG). The program is intended to market the concept of retrofitting to the community at scale, establish retrofitting standards and recommend qualified vendors, and to inform potential participants of funding and financing opportunities for their projects, including incentives, rebates, IOU and Federal programs, and SCEIP. The Contractor will work in conjunction with the RRP to avoid duplicative efforts and to create an integrated messaging standard where possible to avoid consumer confusion. By having the messaging associated with SCEIP and with the RRP align as closely as possible, the Program will feature integrated messaging designed to reduce the potential for confusion among consumers in Sonoma County. Where possible, standards for program participation may mirror each other, including recommendations for implementation of project elements, loading order recommendations, audit recommendations and general standards for approaching retrofits, such that customers will receive the same technical approach from the individual programs.

3. Description of the process of procurement of subcontractors under the Contract.
 - a. The County will follow its internal, as well as state and federal procurement policies and rules, as required by this Contract, and select subcontractor partners for the financial advisor/investigation role in the refinancing deliverable. Additional required subcontractors will be selected in the same fashion. The subcontractor in the area of PACE bonding financing strategy is key to the successful completion of the deliverables, as they will actually create the product or strategy for Contractor's consideration and approval, and without them, Contractor will not be able to complete the tasks under the Contract.
4. Summary of agreements to work with local redevelopment agencies.
 - a. Contractor will contact local redevelopment agencies to identify complementary programs that might provide additional funding and/or support to potential SCEIP clients in their area of responsibility, and to serve as conduit to disseminate Program information. Specifically, Contractor will work with the Sonoma County Community Development Commission to integrate commercial and residential rehabilitation loan programs to both ensure that energy efficiency and funding and financing information is provided to interested owners in the Redevelopment areas of the County. This effort will be pursued with each City Redevelopment program as well. One purpose of this effort will be to try and combine available funding streams to allow for deep energy retrofitting in projects which may not have otherwise included these elements, such as projects in the Facade Improvement Loan program.
5. Prepare a detailed Financing Plan, a timeline for the Program that delineates the schedule for each program activity in Subtasks 1.2-2.6, including procurement of

subcontractors to implement the subtasks, milestones that can be used to gauge progress towards the program objectives and completion of program deliverables in Tasks 1.1-2.6 (the first CPR will occur within the first 6 months of the project start date – see Subtasks 1.2 and Subtasks 2.6 below), contingency plans for the critical components of the Program, and deployment schedule for expenditure of funds and tracking procedures.

The most challenging portion of the Contract and budget will be the timing and coordination with the Statewide efforts of Energy Upgrade California including and not limited to: implementation of the one-stop financing clearing house, the web portal, delivery of retrofit contractor credential, and quality assurance programs, defined standardization of energy efficiency requirements and methodologies in place, the resolution of PACE financing assessment status and GHG tracking and reporting tool availability. It is uncertain that the statewide portal will have these elements available, or when they might be available assuming the elements are included in the portal. Additional challenges will be present in the investigation and establishment of financing strategies in the absence of a resolution of the federal regulatory challenge. Finally, the challenge of integrating 1700 existing files (and counting) which must be integrated and loaded into the tool used by the Program must also be accomplished.

6. Contingency Plan

A Contingency Plan lowers the risk for critical program components that are not accomplished. The fundamental risk is that the funding awarded for this program will not be expended and will have to be returned to the state or federal government for failure to recruit the participants required to enable completion of the subtasks that are the objective of the program. To mitigate this fundamental risk, a monthly deployment schedule of all activities that contribute to successful completion of these subtasks will be developed, and the Contractor shall actively monitor progress against this deployment schedule, identify problems with progress and corrective actions that can be taken to address those problems and keep the PM actively informed, so that Critical Program Review meetings can be called as necessary.

Develop Risk Assessment and Contingency Plans, including but not limited to:

- Pooled Bonding Strategy
- Web-based Data Management Tool
- Marketing, Education and Outreach
- Retrofit Quality
- Audit implementation

The Contractor shall:

- Present the draft Implementation Plan to the PM via a phone conference or physical meeting; and
- Prepare the Final Implementation Plan that addresses the comments received on the draft plan.

Deliverables:

- Draft Implementation Plan
- Final Implementation Plan

SUBTASK 2.2 POOLED BONDING/FINANCING

The goal of this task is to research and implement a pooled PACE assessment bonding strategy which will allow jurisdictions to bring their assessments to market to obtain financing more quickly when program need requires, by pooling contracts rather than trying to drive a program to a marketable scale before bonding. An estimated \$20,000,000 bond issuance may be the right size for the Program, and this is a large amount of financing to carry before replenishing program funds through issuance.

Pooled bonding will enable programs using the SCEIP residential PACE model to bring their program assessments to market in a bond or other financing method more quickly when program need requires, ensuring the continued viability of the programs by replenishing their available funding pool. The benefit of developing a pooled bonding model will be to help create a viable source of liquidity in the secondary financial markets. Once established, it is anticipated that a secondary market for energy assessment financing will help to drive down overall costs for energy assessment financing, and will provide an easily accessible ongoing source of funding for PACE type programs. And, perhaps most importantly, as the cost of financing for property owners is decreased, so is the perceived risk of default to FHFA (Fannie Mae/Freddie Mac) decreased. In turn, as time progresses and there is a continued growth of actual data demonstrating the success of energy financing as a means of decreasing first mortgage default rates, then the perceived risk of default by properties with energy assessment financing should be alleviated. Additionally, a pooled bonding approach will allow the FHFA to see a diverse sample of participants and monitor the levels of defaults from a large group of program participants. Over time, as the FHFA discovers that there may not be an increase in tax sales or mortgage defaults associated with properties in the program as compared to properties not participating in the program, the FHFA may become more comfortable with the creditworthiness of homeowners involved in PACE programs. Pooled Bonding may achieve this by pooling contracts rather than trying to drive an individual and potentially smaller program to a marketable scale before bonding.

There are several potential strategies that could work for a pooled bonding strategy. One approach would involve counties structuring bonds secured by their assessment contracts and selling those bonds to a multi-county JPA established specifically for this purpose. The JPA would then issue revenue bonds, structured either as a single series or utilizing a senior/subordinate lien structure to achieve high ratings for the senior lien bonds. Another approach would involve counties actually selling their assessment contracts to a single purpose non-profit entity or JPA, which would issue multiple revenue bonds.

Under either approach, revenue bonds could be sold by way of public offering or by way of private or direct placement. Investors could include banks or other financial institutions or an unconventional purchaser such as a county retirement system. In addition there are several pieces of pending legislation that if passed, could widely open up the market for these types of financings and greatly improve the salability of the bonds. Examples include: proposals by the Department of Energy to back PACE bonds either in the form of a guarantor or as a direct purchaser and by USDA Energy Group to potentially back PACE bonds as a direct purchaser; pending federal legislation to make PACE bonds tax exempt (HR3525, Thompson); adopted state legislation to establish a PACE bond reserve fund (SB 77, Ch. 15 of Statutes of 2010, Pavley); and pending state legislation authorizing the Treasurer to purchase PACE bonds from specified state funds (AB 1873, Huffman, enrolled, awaiting signature)

These and other financing strategies need to be evaluated in terms of cost, ease of use, legal authorization, market acceptance and ability to scale the program to include more counties and larger amounts of assessment contracts. The program will investigate financing options broadly, rather than committing to a specific strategy, so that there are as many potential financial options as possible available.

At this point, there is not a developed market for this type of a bond or other pooled financing program. By assembling a financing team, surveying potential investors and exploring alternative financing structures, SCEIP will develop a list of viable financing options that could be used by any PACE program. In addition, SCEIP will implement one of these options if possible.

The Contractor shall:

1. Engage KNN Public Finance, existing Financial Advisor, to prepare scope of work, and Requests for Proposals for financing team:
 - Consultant with expertise in assessment district financing, the Teeter Plan⁹ and asset securitization¹⁰
 - Other professionals as needed
 - Select the subcontractors
2. Conduct pooled bonding and alternative financing strategy feasibility analysis
 - Prepare a menu of financing options for PACE assessment bonding programs
 - Evaluate feasibility in terms of market acceptance, cost, legal authorization, tax implications, scalability, etc.

⁹ First enacted in 1949, the **Teeter Plan** provides [California counties](#) with an optional alternative method for allocating delinquent [property tax](#) revenues. Using the [accrual](#) method of [accounting](#) under the Teeter Plan, counties allocate property tax revenues based on the total amount of property taxes billed, but not yet collected. The Teeter Plan allows counties to finance property tax receipts for local agencies by borrowing money to advance [cash](#) to each taxing jurisdiction in an amount equal to the current year's delinquent property taxes. In exchange, the counties receive the [penalties](#) and [interest](#) on the delinquent taxes when collected.

¹⁰ Asset securitization is the structured process whereby interests in loans and other receivables are packaged, underwritten, and sold in the form of "asset-backed" securities. From the perspective of credit originators, this market enables them to transfer some of the risks of ownership to parties more willing or able to manage them.

- Develop a Term Sheet or Term Sheets describing the terms of the transaction and distribute to potential investors to solicit interest in alternative financing structures.
 - Meet with rating agencies to explain the characteristics of PACE bonds, and identify the structures most likely to achieve the highest investment grade ratings possible.
 - Evaluate potential credit enhancement programs from the Department of Energy, USDA Energy Group and others as well as other forms of credit enhancement such as the Teeter Plan.
 - Evaluate other potential financing program models as a part of this research
3. Implement a financing strategy:
 - Assemble finance team
 - Structure an initial bond financing
 - Prepare the official statement (if necessary)
 - Secure a rating (if necessary)
 - Conduct investor outreach to develop potential bidder interest in the transaction
 - Successfully price and close the bond transaction if market conditions permit.
 4. Design structure of the financing, including
 - Revenue bonds or securitization
 - Senior subordinate structure
 - Application of Teeter Plan
 - Reserves
 - Covenants
 5. Determine whether and, if so, how and with what constraints design options can fit within protection of existing validation action or whether new validation action is necessary and, if so implement a validation action under Section 860 et seq. of the Code of Civil Procedure.
 6. Determine how to address federal securities issues
 7. Prepare required documentation Respond to questions and suggestions from underwriters and rating agencies

Deliverables:

- Consultant RFP and award, and other professionals RFP and award, as needed
- Draft feasibility study of financing options
- Final feasibility study of financing options
- Closed Bond Transaction or other financing strategy method/plan (to the extent that all funds are not utilized associated with the first funding phase they will go towards the cost of issuance associated with pricing and closing one financing strategy).

SUBTASK 2.3 HUB TOOL: EUC 2 – CUSTOMIZATION OF THE STATEWIDE WEB PORTAL

The goal of this subtask is to provide support and consultation for the appropriate design and necessary elements of a customization of the planned statewide web portal for the enhanced SCEIP program including the residential PACE mechanism. There is a critical need for technology advancements that will provide a process tool that covers the full lifecycle of a project, beginning with an outward-facing website application and extending to application tracking services, processing for applications and back-end operations, tracking and reporting of data associated to project and program costs (payback, GHG emissions reductions, energy and water savings), and calculating and reporting job-years created through projects funded by the program. SCEIP is in a unique position as an operating PACE program with a data warehouse of over 1700 applicants and 1049 projects completed and funded.

SCEIP will work with the statewide web portal developer to accelerate the development of modules for the customization of the statewide integrated web portal for residential PACE pilot programs. SCEIP also represents an opportunity to prove the concept of the one-stop-shop, local portal for multiple climate and energy efficiency programs and efforts in a region requiring integration to present the one-stop-shop face to the consumer (Hub Tool) to minimize confusion. SCEIP will incorporate local or regional co-branding and program collaboration efforts, and will provide an early and helpful opportunity to connect with the RCPA Regional Residential Retrofit Program as part of EUC.

This deliverable will be the foundation of the back-end program management needs for SCEIP including PACE. This set of solutions may require, if approved by the Energy Commission, priority action by the statewide web developer for development or purchase of a third party plug-in solution as part of this subtask. Finally, SCEIP may require flexibility in the implementation of the statewide web portal platform. SCEIP is in operation and adapting the processes and systems to a new platform will have significant impacts to our operation as opposed to programs planning their launch.

The Contractor shall:

1. Make available to the statewide web portal developers the RFP, technical and functional requirements, and supporting documents originally proposed for the one-stop-shop web portal and program and data management combination concept.
2. Work with Renewable Funding as the contractor delivering the statewide web portal to develop a project plan for development of SCEIP's customized solution for PACE programs. This scope of work will highlight SCEIP requirements which are not included in the design of the statewide web portal at this time. These elements will be tested by SCEIP to determine their value for the statewide implementation.

3. Provide consultation to Renewable Funding on Tool Design, Development and Deployment including:
 - Testing and Training Pilot,
 - Tool Deployment, and
 - Post Implementation Review
2. Have the authority to provide access to the SCEIP customized web portal implementation to municipalities working with SCEIP in the development of the PACE propagation model for delivering EUC programs statewide for implementation of their program.
3. In the event that the statewide web portal fully satisfies the requirements of the SCEIP RFP and is released and fully functional by February 1, 2011, these funds will be expended on (a) a web portal focused marketing, outreach and educational effort to inform the community, contractors and other regions about the features and capabilities of the tool, and (b) a report documenting recommendations for features and improvements for the web portal tool not contained in the base product package, and/or (c) other relevant program expenditures aligning with the overall focus of this program and contract.

Deliverables:

- SCEIP “Hub Tool” Request for Proposals, and Technical and Functional Requirements Documentation (Note: this deliverable has already been completed and does not need to be funded under this subcontract.)
- Assessment of requirements presented in the SCEIP “Hub Tool” RFP not yet provided in the statewide portal project plan.
- Consultation with Renewable Funding on the statewide portal project plan to deliver PACE program requirements

SUBTASK 2.4 RESIDENTIAL PACE REPLICATION MODEL STARTUP KIT AND TECHNICAL SUPPORT: EUC 3 - REGIONAL COORDINATION AND DEVELOPMENT

The goal of this subtask is to deliver a “Residential PACE Replication Model Startup Kit” of materials in electronic format for the replication of residential PACE programs in the implementation of EUC programs at the local level. This deliverable will prepare for the deployment of residential PACE programs by providing a tested and cost-effective framework for execution when the encumbrances of the FHFA situation are resolved. Replication of the residential PACE Model will assist in the required achievement of energy savings and jobs creation with the speed and scale necessary to reach our green house gas emission reduction and energy saving goals.

The Contractor will use program resources and lessons learned to enhance SCEIP with the strategies and Elements of Energy Upgrade California to sustain and develop operation and provide a replicable model for residential PACE pending resolution of the federal determinations. These enhancements are designed to provide a replicable

model for expansion to other regions in California. In addition to developing and distributing of the start-up kit, this will be accomplished by conducting outreach to local governments around the state to encourage replication of the pilot program's residential PACE financing, and by providing technical support to local governments in replicating the pilot program.

The Contractor shall:

- Conduct outreach to local governments around the state interested in implementing residential PACE to encourage replication of the pilot program;
- Provide technical support for local governments replicating the pilot program.
- Hold regular meetings/calls/webinar with appropriate contacts for interested local governments' residential PACE programs;
- Advise interested local governments on the mechanics of establishing a residential PACE program; and
- Make publicly available a guidance package of all program documents including:
 - Program marketing/outreach materials,
 - Application criteria, forms and materials
 - Final feasibility study of pooled bond financing options
 - RFQ/Ps
 - Contracts
 - Resolution language
 - Case studies, Best Practices, and Lessons Learned

Deliverables:

- Meeting summaries prepared by local governments with whom Contractor works
- PACE Replication Model Start-Up Kit, including program marketing/outreach materials, contracts, applications, RFQ/Ps, financing feasibility study and resolution language

SUBTASK 2.5 MARKETING, EDUCATION AND OUTREACH: EUC 4 - CONTRACTOR CREDENTIALS; EUC 6 - PARTICIPANT RECRUITMENT AND OUTREACH; AND EUC 8 - LOADING ORDER

The goal of this task is to fund education, re-education and marketing activities to inform customers and contractor participants of program changes and new opportunities that will occur as SCEIP move to align with federal/state guidelines and other program offerings. The Program will finance a focused marketing effort to re-educate participating contractors, consumers, stakeholders and the general public of the benefits of utilizing home energy audits, contractor credentials and loading order for efficiency. The Program will reprint marketing materials and collateral, perform additional outreach and education to the customer base and contractor community in various forums, and re-brand the program, both locally as well as in connection with statewide initiatives. This will be an ongoing marketing effort and strategy reframed to provide broad education and information with a new focus on the benefits of home HERS II

ratings/energy audits and loading order, and new program requirements for participation. The Program will leverage the materials and information, as available, from MIG and Energy Upgrade California.

The Contractor shall:

1. Develop marketing, education and outreach strategy
 - Define market targets
 - Identify program features, elements, and benefits, and promotion strategy
 - New requirements and benefits of audits of homes, contractor credentials, and loading order efficiency measures and standards for projects
 - Increased residential outreach efforts to increase market penetration, awareness and program understanding
 - Define marketing, education and outreach methods (advertisements, email blasts, website updates, mailers, brochures, etc.)
 - Identify collaboration and coordination with partners
 - Prepare marketing, education, and outreach plan
2. Implement marketing education and outreach plan
 - Design, marketing, education, and outreach materials
 - Produce and distribute marketing, education, and outreach materials
 - Implement marketing, education and outreach strategy

Deliverables:

- Marketing, Education, and Outreach Plan (draft and final)
- Advertisements and marketing materials
- Brochures and educational materials (draft and final)

SUBTASK 2.6 ENERGY RATINGS AND ENERGY AUDITS PROGRAM: EUC 5 - QUALITY ASSURANCE, EUC 7 – WORKFORCE DEVELOPMENT

The goal of this task is to provide rebates for energy audits leading to energy plans for County residents and associated with energy efficiency, water conservation and renewable generation improvement projects in Sonoma County. Access to these rebates/discounts will be for property owners interested in participation in the Energy Upgrade California programs including the Residential Retrofit Program and SCEIP. Energy audit data will allow potential applicants to evaluate their options from a scientific perspective and gain the greatest savings available, for the lowest possible cost, and will provide the elements required to meet the efficiency standards before solar or other clean generation projects are undertaken. The Program will use a phased approach to upgrade SCEIP and increase the uptake of the Third Tier Comprehensive Whole House Program approaches once HERS II is available. These measures will increase jobs in the County, will spur Green Jobs training programs for HERS II auditors to serve our market, will allow loading order analysis of properties in applications, and will show cost effective measures for the customers to take advantage of.

Audits will be commenced within 120 days of the execution of this contract, or at launch of the upgraded SCEIP program, whichever occurs first.

In the event the Agreement term begins before certified HERS II Raters are available in the Contractor's performance region, the Contractor will use either the Energy Commission prescriptive list or an Energy Commission interim performance approach (described below) for residential buildings to meet the 10% energy efficiency improvement requirement at each site proposing solar or other clean generation projects,.

- **Prescriptive List.** To comply with the 10% energy efficiency improvement requirement, residential buildings will be required to either comply fully with and qualify for the IOU's basic prescriptive package rebate or install all of the following measures, consistent with Energy Commission technical specifications for each measure (such as Annual Fuel Utilization Efficiency rating of furnace, R-value of insulation, and specification for when measures are feasible):
 1. Air sealing
 2. Attic insulation
 3. Duct test and seal or replacement
 4. Insulation of domestic hot water or replacement
 5. Combustion safety (requires BPI Building Analyst) and
 6. CO alarm
- **Interim Performance Approach.** For residential buildings where it is not feasible to install all of the measures in the Energy Commission prescriptive list (including when some of the measures have been previously installed or when measures are otherwise not feasible as indicated in the technical specifications) or full compliance with the IOU's basic prescriptive rebate package, the prescriptive approach cannot be used. In these cases, an Energy Commission interim performance approach for the building must be used to determine compliance with the 10% energy improvement requirement prior to financing renewable energy projects for the building. The Energy Commission may consider alternate approaches to achieve its loading order policy for each residential renewable energy project site. If the Energy Commission approves an alternate approach, the PM will provide written approval from the Energy Commission of the approach to the Contractor.
- **Alternate Approach:** If 10% energy use reductions cannot be achieved cost-effectively, perform both 1 AND 2 or 3 below:
 1. HERS II California Energy Audit and install all of the applicable and feasible measures on the Prescriptive List above
 2. Install other measures found by the HERS II energy audit to be more cost effective than on-site renewable generation up to 10% savings
 3. HERS II California Whole-House Home Energy Rating with proof of rating of 85 or lower.

From July 1, 2011 through the end of this Agreement, energy audits must comply with HERS II standards and software. This date may be extended upon Energy Commission approval, to adjust for delays in HERS II availability if necessary.

For proposed nonresidential building sites, the PM will consider in consultation with the Energy Commission and the Contractor an energy audit methodology the Contractor will use to meet the 10% energy improvement requirement prior to financing renewable energy projects. The PM will provide written approval from the Energy Commission of the methodology. SCEIP has an internal requirement that an energy assessment be provided by the local Utility to the commercial customer before financing is approved under the program. This existing element is unique to commercial projects in this program.

SCEIP will work with the PM and the Energy Commission to develop a plan to ensure maximum uptake of energy audits, and documentation of energy efficiency improvements and GHG emissions reductions.

SCEIP contract funds will establish program guidelines for audits that can be coordinated with our Local Government Program, Sonoma County Energy Watch (SCEW), which provides coordination and assistance with utility program incentives and information. SCEIP will provide information and auditing services to those clients who are referred to the Program from the soon-to-be initiated Sonoma County Residential Retrofit Program, funded in part by the Municipal and Commercial Building Targeted Measure Retrofit Program grant received by ABAG, in addition to county funding. These programs can be coordinated in messaging and outreach efforts, so that potential customers of each can have access to incentives and information that is consistent.

All projects funded by SCEIP are required to have permits appropriate for the project from the local jurisdiction. Project permits and valid contractor licenses will be verified by each city's Building Department, and by the county for work in unincorporated areas to ensure contractors are working within their license authority. Validity of the license of all contractors is established during application evaluation, and applications are rejected if the license is not valid.

Sonoma County will provide 3 sets of residential building performance diagnostic tools for use by HERS raters locally who do not have sufficient capital to purchase their own. The tool lending library concept is a leveraged amount for our SEP contract. Sonoma County has already purchased the tools and plans to have the lending library in place by September 30, 2010. Sonoma County Human Services Department (HSD) is responsible for the Workforce Investment Board (WIB) initiatives in the County, the General Services Director serves on the WIB, and the Energy and Sustainability Manager serves on the Green Jobs subcommittee of the local WIB. This partnership will allow engagement of local training for raters in the area, and will allow for WIB input in our processes. However, the local WIB is not a partner or subcontractor under this contract.

The program proposes to offer cost offset of audits to all projects in the EUC program, including those containing only efficiency improvements, to maximize the potential energy and cost savings potentials for each customer. If HERS II audits are available for the project type, the program will require their use. However, if HERS II audits are not applicable, as in the case of multi-family, SCEIP will require the use of an Energy Commission-approved energy audit methodology.

SCEIP will leverage the existing Local Government Partnership (SCEW) with PG&E, and all other utility programs or efficiency programs from the state or federal levels, providing information and guidance on all of these opportunities. This will maximize the financial leverage of program and contract funding, accessing outside funding to reduce project costs.

The Contractor shall:

1. Modify and refine the existing program to include the Energy Commission-approved prescriptive list, Energy Commission-approved performance approach, and HERS II audits when available, before funding renewable generation projects, and to help generate a scalable market where pricing becomes more competitive:
 - a. Add requirements for home auditing, and minimum energy efficiency improvement thresholds, and methods to achieve and verify the energy efficiency improvements as a part of clean energy generation projects
 - b. Add requirements for commercial auditing, and minimum energy efficiency improvement thresholds, and methods to achieve and verify the energy efficiency improvements, as part of clean generation projects
 - c. Incorporate the established HERS "Third Party Quality Control" system into SCEIP
 - d. Align SCEIP program parameters with the Tier 3 Comprehensive Whole House Retrofit Program goals in the following sectors by:
 - i. Residential: assisting in providing support, meeting space, marketing leverage, and public speaking events for local efforts to train the local workforce in HERS II and building performance; incentives applied directly to applications including residential building performance audits.
 - ii. Commercial: the program currently requires a utility energy evaluation for commercial participation in SCEIP. SCEIP will facilitate coordination on plans of individual buildings with coordinated support of the Sonoma County Energy Watch program, SCEIP, utility rebates and incentives with the Sonoma County Retrofit/ Renewable program launching next spring. The program will require a utility assessment of the project, and an analysis by an energy professional to determine efficiency opportunities.
 - iii. Multi-family: these projects currently participate in the prescriptive lists of eligible improvements under either the commercial model

- (apartments) by the property owner or as a single unit if secured property tax is held by the property owner. SCEIP will collaborate with the Energy Commission and other ARRA SEP multi-family programs to establish energy audit approaches and potential prescriptive packages to achieve Tier 3 goals.
- e. Develop and implement a program to evaluate the impact of required audits on participation and the impact of audits on the choice of improvements
 - f. Develop and implement a program for obtaining pre-retrofit and post-retrofit utility billing data at the time of application, and as a condition of program participation.
 - g. Develop and implement a Building Performance Tool Lending Library Operation
 - h. Incorporate a process to track program results
 - i. The implementation of the Statewide Web Portal beta for SCEIP through this funding (workflow/database tool) will provide data on audit uptake and savings achieved in relation to the audits.
2. Provide energy audits to applicants using a schedule of incentives similar to the California Solar Rebate rate approach.
- a. Spend up to \$650,000 on energy audits and administration depending on the rate of energy audit uptake. Offer incentives to help offset the costs of residential audits in a decreasing amount over time. Intend to provide an incentive of up to \$525 (estimated) or 75% of the cost of the audits for the first 500 audits (whichever is lower), 50% next 500 audits, 25% next 500 audits.
 - b. In the event audit uptake is slower than anticipated over the first 6 to 9 months of the contract, funds will be expended on energy audit-focused marketing, outreach and education
 - c. Develop and implement Building Performance Audit Incentives and Discounts
 - d. Develop audit methodology for commercial properties. The commercial property audit methodology must be approved in advance by the Energy Commission.
 - e. Incorporate test-in/test-out procedures and completion of the HERS II Certificate of Field Verification and Diagnostic Testing for the energy audits.
3. Leverage collaborative relationships to launch and implement County-wide retrofits and Training Programs:
- a. County-wide Retrofit Program (EUC)
 - i. Collaboration with Sonoma County Transportation Authority County-Wide Retrofit and Renewables Program designing an implementation plan to retrofit 80% of all buildings in Sonoma County
 - b. Building performance seminars for contractors and home audits

- i. SCEIP support, have sponsored and will continue to provide training opportunities for local contractors in the area, using CBPCA, and other professional training programs, to help train contractors in building science.
- c. Training and coordination with partners
 - i. Continued support of local workforce training in building performance; HERS II certification and BPI certification training; Sonoma County Workforce Investment Board plan “Working with California Clean Energy Workforce Training Program SFP”
 - ii. Collaboration with Pacific Energy Center Resources

Deliverables:

- Refined Program Guidelines & Documentation and Storefront SOP revisions to implement audits in the program workflow (draft and final)
- Updated Reporting Processes incorporated into the statewide web portal
- Tool Lending Library Standard Operating Procedures
- Rate schedule and financing structure for home energy audits incentive implementation (draft and final)
- Audit-focused marketing, outreach and education materials (drafts and finals)

Note:

1. Contingency deliverable to be accomplished in the event that energy audit uptake is slower than anticipated over the first 6 to 9 months of the contract.